

*Counterparts - Allen H. Harrison*

RECORDATION NO. 10621-I FILED 1496  
DONELAN, CLEARY, WOOD & MASER, P.C.

DEC 26 1995 -9 45 AM

ATTORNEYS AND COUNSELORS AT LAW

SUITE 750

1100 NEW YORK AVENUE, N.W.  
WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

INTERSTATE COMMERCE COMMISSION

TELECOPIER: (202) 371-0900

December 26 1995

*file this number*

Recordation No. 10398-L and Recordation No. 10621-I

*0100902010*

Dear Mr. Williams:

On behalf of Hitachi Credit America Corp., I submit for filing and recording under 49 U.S.C. §11303 and the regulations promulgated thereunder, counterparts of a secondary document, not previously recorded, entitled Full Release and Termination of Note and Security Agreement ("Release"), dated as of December 20, 1995.

The Party to the enclosed Release is:

Hitachi Credit America Corp.  
777 W. Putnam Avenue  
Greenwich, CT 06830

- RELEASING PARTY

The said Release is a full, complete release and termination of that certain Note and Security Agreement dated June 30, 1994, as may have been amended, recorded July 1, 1994 under BOTH Recordation No. 10398-K AND UNDER Recordation No. 10621-H and the Release is being recorded separately under each of the aforesaid Recordation Nos., which, as to Recordation No. 10398 we believe the next letter is "-L" and as to Recordation No. 10621 we believe the next letter is "-I".

The equipment covered by the enclosed Release is all the equipment covered by the said Note and Security Agreement.

A short summary of the Release to appear in the ICC Index is as follows:

"Complete release of Note and Security Agreement under  
Recordation Nos. 10398-K and under Recordation No. 10621-H."

Enclosed are two checks each in the amount of twenty-one dollars (\$21.00) in payment of the filing fees.

Once each filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter/fee receipt from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

*Allen H. Harrison*  
Allen H. Harrison, Jr.  
Attorney for Hitachi Credit America Corp.  
for purposes of this filing.

Honorable Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
Enclosures

DEC 26 9 41 AM '95

RECEIVED  
OFFICE OF THE  
SECRETARY  
INTERSTATE COMMERCE COMMISSION

BY HAND

RECORDATION NO. 10621-I FILED 12/26/95**FULL RELEASE AND TERMINATION  
OF****DEC 26 1995 - 9 45 AM**

INTERSTATE COMMERCE COMMISSION

**NOTE AND SECURITY AGREEMENT  
RECORDED WITH THE INTERSTATE COMMERCE COMMISSION  
UNDER RECORDATION NOS. 10398-K AND 10621-H**

**THIS FULL RELEASE AND TERMINATION OF NOTE AND SECURITY AGREEMENT**, is made as of December 20, 1995, by Hitachi Credit America Corp. ("Hitachi") for the benefit of First Security Bank of Utah, N. A., not in its individual capacity but solely as Owner Trustee of that certain trust (Koppel Inc. (1979) Equipment Trust No. 1) created under the Authorization and Direction dated as of May 15, 1979, executed pursuant to the Master Trust Agreement dated as of October 31, 1978 between ITEL Corporation, Equipment Finance Division, as Trustor and First Security Bank of Utah, N. A. as Owner Trustee (the "Owner Trustee").

**WITNESSETH**

**WHEREAS**, Owner Trustee, as Debtor, and Hitachi, as Lender, did enter into that certain Note and Security Agreement dated June 30, 1994, as may have been amended from time to time, recorded July 1, 1994 with the Interstate Commerce Commission under Recordation Nos. 10398-K and 10621-H (the "Security Agreement");

**WHEREAS**, under the terms of the Security Agreement, Owner Trustee, as Debtor, granted to Lender a security interest in certain of Owner Trustee's assets, more particularly described in such Security Agreement as the "Collateral" (the "Collateral"); and

**WHEREAS**, the obligations secured by the Security Agreement have been fully satisfied and discharged.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and intending to be legally bound, Hitachi does hereby release and terminate ~~in~~ ~~to~~ the aforesaid Security Agreement and fully releases and discharges all Collateral described and covered therein and thereby.

**IN WITNESS WHEREOF**, Hitachi has duly executed this **FULL RELEASE AND TERMINATION OF NOTE AND SECURITY AGREEMENT** as of this 19th day of December, 1995.

**HITACHI CREDIT AMERICA CORP.**By: William H. BessénName: William H. BessénTitle: EVF - C.A.O.

New York  
STATE OF ~~CONNECTICUT~~  
COUNTY OF New York }

SS:

On this \_\_\_\_ day of December, 1995 before me personally appeared William Besyn, to me personally known, who being by me duly sworn, says that he/she is the ESPCO of HITACHI CREDIT AMERICA CORP. ("Corporation"), that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

STUART SCHATZ  
Notary Public, State of New York  
No. 44-4828366  
Qualified in Rockland County  
Certificate filed in New York County  
Commission Expires April 30, 1997

Stuart Schatz  
Notary Public

[SEAL]

My Commission Expires: 4/30/97